

MASTER SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of October 2013, by and between the parties herein designated as "Company" or "Contractor" is to remain effective continuously until canceled.

Company: SEA Eagle Ford, LLC
Address: 633 17th St., Ste. 1901, Denver, CO 80202

Contractor: Mesa Southern Well Servicing, LP
Address: 1437 E Street, Jourdan, TX 78026

WITNESSETH THAT:

WHEREAS, Company is engaged in the business of operating, servicing, maintaining or drilling oil and gas wells on a contract basis for its own account, or for other companies, or is engaged in the production of oil and gas, and in the course of such operation regularly and customarily enters into contracts with independent contractors for the performance of service relating thereto; and,

WHEREAS, Company desires, as a matter of company policy, to establish and maintain an approved list of Contractors and to offer work or contracts only to those Contractors who are included on such approved list; and,

WHEREAS, Contractor represents that it has adequate equipment in good working order and fully trained personnel capable of efficiently and safely operating such equipment and performing services for the Company and desires to act as an independent contractor for Company.

NOW THEREFORE, Company and Contractor agree as follows:

INSURANCE REQUIREMENTS FOR ALL CONTRACTORS AND SUBCONTRACTORS:

Contractor shall provide Company with Certificates of Insurance confirming, and shall in all events obtain and maintain, the insurance coverage's as described in the attached Exhibit A from solvent insurers acceptable to Company at its sole discretion. A copy of Contractor's Insurance Cover naming Company as an additional insured is attached hereto as Exhibit B.

INDEMNITY:

Contractor agrees to protect, defend, indemnify and hold harmless Company, its contractors (other than Contractor and its subcontractors of any tier) and subcontractors of any tier, co-Interest owners, joint venturers, co-lessees, and invitees, and its/their affiliates, shareholders, officers, directors, employees (including the Company representative at the work site whether a consultant or not), agents, consultants, and servants ("Company Group") from and against all claims, demands, and causes of action of every kind and character without limit and without regard to the cause or causes thereof or the actual or alleged negligence or fault (active or passive) of any party or parties including the sole, joint or concurrent negligence of any member(s) of Company Group, and/or any theory of strict liability and or defect of premises (whether or not pre-existing this agreement), arising in connection herewith in favor of Contractor, its subcontractors, invitees, or their employees or representatives on account of bodily injury, death or damage to property.

Company agrees to protect, defend, indemnify and hold harmless Contractor, Contractor's subcontractors and their respective officers, directors, employees, representatives and/or invitees ("Contractor Group") from and against all claims, demands, and causes of action of every kind and character without limit and without regard to the cause or causes thereof or the actual or alleged negligence or fault (active or passive) of any party or parties including the sole, joint or concurrent negligence of any member(s) of Contractor Group, and/or any theory of strict liability and or defect of premises (whether or not pre-existing this agreement), arising in connection herewith in favor of Company, its customers, other contractors, or their respective employees, representatives, or invitees on account of bodily injury, death or damage to property.

Both Company and Contractor shall carry adequate insurance limits in support of the indemnity agreements

contained herein.

This Agreement applies to all work and/or services performed by or on behalf of Contractor for Company. This agreement will remain in full force and effect continuously until either party cancels the agreement with a minimum of 60 days advance notice in writing to the other party.

This Agreement shall be governed by the laws of the State of Colorado.

SEA Eagle Ford, LLC



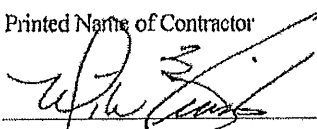
Signature of Officer of the Company

10/24/13

Date

Mesa Southern Well Servicing, LP

Printed Name of Contractor

 C 00

Signature of Officer of Contractor

October 15, 2013

Date

This Agreement contains Hold Harmless and Indemnity provisions. Please read carefully before signing

EXHIBIT "A"
Insurance Classification and Limits

Requirements *			Basic Required Minimum Insurance Coverage & Limits	Limits			
Addl Insured	Waiver Subro.	Primary		Category 1	Category 2	Category 3	Category 4
	X	X	Workers' Compensation	Statutory	Statutory	Statutory	Statutory
	X	X	Employer's Liability	100,000	500,000	1,000,000	1,000,000
X	X	X	Automobile Liability	500,000	1,000,000	1,000,000	1,000,000
X	X	X	General Liability (incl. Products & Completed Operations)	500,000	1,000,000	1,000,000	1,000,000
X	X	X	Excess/Umbrella Liability	-	-	1,000,000	10,000,000
			Additional Required Coverage when used in Operations - Applicable to all Categories				
X	X	X	Aircraft Liability - owned and/or non-owned - \$10,000,000				
X	X	X	Vessel Liability - owned and/or non-owned - \$10,000,000				
			Contractor Activities				
			Backhoe/Crane Operators		X		
			Carpenters	X			
			Casing Crews			X	
			Cement Services			X	
			Chemical Vendors		X		
			Completion Rigs				X
			Contract Consultants:				
			Non-Well Site	X			
			Well Site		X		
			Contract Pumpers		X		
			Drilling Contractors				X
			Fracture/Stimulation				X
			Hot Oil / Steamer Services			X	
			Location Building		X		
			Logging (All Types)			X	
			Perforating				X
			Pipeline Construction				X
			Roustabouts		X		
			Saltwater Disposal		X		
			Seismic Contractors			X	
			Transportation - Fuel, mud		X		
			Vacuum Trucks		X		
			Welding		X		
			Workover Contractors				X
			Not Otherwise Classified		X		

* Requirements should be in favor of the "Company" which is defined as, "Company, its contractors (other than Contractor and its subcontractors of any tier) and subcontractors of any tier, co-interest owners, joint venturers, co-lessees, and invitees, and its/their Affiliates, shareholders, officers, directors, employees (including the Company representative at the work site whether a consultant or not), agents, consultants, and servants."



FINLER1 OP ID: BW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/16/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER EnRisk-Fort Worth 6100 Western Place, Suite 100 Fort Worth, TX 76107 John Ludwig		Phone: 817-877-1884 Fax:	CONTACT NAME: Beau Willis PHONE (A/C, No, Ext): E-MAIL ADDRESS: beau.willis@alliant.com FAX (A/C, No):
INSURED Mesa Southern CWS Acquisition, LP DBA Mesa Southern Well Servicing LP 1437 "E" Street Jourdan, TX 78026		INSURER(S) AFFORDING COVERAGE INSURER A: Axis Surplus Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EAU718216/01/2013	06/22/13	06/22/14	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

SEAEAG1

SEA Eagle Ford, LLC
 633 17th St.
 Ste 1901
 Denver, CO 80202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 John Ludwig

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NOTEPADINSURED'S NAME **Mesa Southern CWS**FINLER1
OP ID: BWPAGE 2
DATE **10/16/13**

The Umbrella Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. Status includes "Company, its subsidiaries and affiliated companies, and the owners, co-owners, and joint ventures, if any, and their employees, directors, officers, agents are named as Additional Insured."

The Umbrella Liability policy include a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires such waiver of subrogation.



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
10/15/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CBIZ Stoltz 3300 North A Street Suite 1100 Midland TX 79705		CONTACT NAME: Tammy Tarin PHONE: (432) 571-4900 FAX: (888) 879-9409 E-MAIL: ttarin@cbizstoltz.com ADDRESS:	
INSURED Mesa Southern CWS Acquisition, LP, DBA Mesa Southern Well Servicing LP 1437 "E" Street Jourdanon TX 78026		INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 13-14 Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		GLO 9296632-00	7/1/2013	7/1/2014	MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER					PRODUCTS - COM/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS		BAP 9296631-00	7/1/2013	7/1/2014	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS					
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DED RETENTION \$					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A			E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		WC 9296630-00	7/1/2013	7/1/2014	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Blanket additional insured provided on general liability and auto liability when required by written contract with respect to work performed by the named insured(s). Blanket waiver of subrogation provided on general liability, auto liability and workers compensation when required by written contract with respect to work performed by the named insured(s). Insurance is primary and non-contributory.

CERTIFICATE HOLDER

CANCELLATION

 SEA Eagle Ford, LLC
 633 17th St,
 Ste 1901
 Denver, CO 80202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mark A Stoltz/RSP2

ACORD 25 (2010/05)

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INS025 (201005) 01

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**Contractor Health and Safety
MSA Supplemental Agreement**

Sundance Energy, Inc.'s and its wholly owned subsidiaries SEA Eagle Ford, LLC's and Sundance Energy Oklahoma, LLC's (dba SEO, LLC) (collectively "Sundance's") contractors shall take every appropriate measure to protect all persons, property and the environment and to strictly comply with all applicable federal, state and local laws, rules and regulations as well as Sundance's and their own internal safety policies in the provision of any services to Sundance. Despite the perception of any operational urgency or importance, contractors working on a Sundance well site or other location shall never knowingly compromise employee or public safety, the security and integrity of involved property or the environment. In order to satisfy this obligation, contractors shall rigidly enforce their own safety program and shall thoroughly acquaint themselves and their employees and subcontractors with all relevant laws, rules, regulations, codes and standards applicable to their services.

In addition, contractors shall thoroughly acquaint themselves with Sundance's Health and Safety Plan dated May of 2013, including, without limitation, paragraph 2.3.8 thereof; a copy of the Health and Safety Plan is available at every Sundance well site or other location or by regular or e mail upon request. Sundance contractors shall report any observed unsafe acts and/or conditions to Sundance management and shall immediately mitigate and/or correct same to the greatest extent possible in order to protect all persons, property and the environment, and to ensure strict compliance with all applicable federal, state and local laws, rules and regulations as well as Sundance's and their own internal safety policies.

Should any doubt arise as to the meaning or interpretation of a contractor's responsibilities as set forth herein, the contractor shall immediately consult with Sundance management.

- Any contractor who observes unsafe acts and/or conditions and/or a related accident or other relevant incident of any kind shall provide Sundance management with a written incident report within twenty-four (24) hours.
- No person shall report to a Sundance location while using, or under the influence of any drug, alcoholic beverage, intoxicant, narcotic or other substance (expressly including legally prescribed drugs and medicines) which might in any way adversely affect their safety, working ability, alertness, coordination or response or the safety of others or the environment or property in or around the work place.
- No person shall bring onto a Sundance location unauthorized explosives, firearms or weapons of any kind. Any person believed to be intoxicated or otherwise impaired or to be in the possession of intoxicants or any unauthorized hazardous materials shall not be permitted access to any Sundance location.
- Further, any individual who is discovered to be intoxicated or otherwise impaired, or to be in the possession of intoxicants or any unauthorized hazardous materials while on a Sundance location, shall be immediately removed from such location.

The contractor shall provide its employees and any of its subcontractors with all necessary safety equipment including, but not limited to, the following:

- Approved hard hats shall be worn at all times when on Sundance locations where impact hazards are present that may injure an employee's head.
- Appropriate protective footwear must be worn at all times when on Sundance locations.
- Impact resistant safety glasses with side shields shall be worn by all employees when on Sundance locations where a potential exists for injury to the eyes or face from hazards including,



**Contractor Health and Safety
MSA Supplemental Agreement**

but not limited to, flying particles, liquid chemicals, acids, caustic liquids, chemical gases or vapors.

- Eye and face protection shall be utilized when working with or near equipment that produces light and/or radiation hazards such as those associated with welding and cutting operations.
- Approved hand protection must be worn when on Sundance locations in order to protect employee's hands from hazards including, without limitation, cuts, abrasions, puncture wounds, electricity, chemical burns, high temperature burns, frost-bite and contact with harmful substances.
- FR clothing shall be worn when on Sundance locations where any potential exists for a fire to occur.
- Hearing protection shall be worn in all work areas where the noise level reaches or exceeds 85 decibels (when raising your voice is necessary to communicate).
- All persons working at locations where H2S is present or suspected to be present in any concentration, are required to wear a personal H2S monitor and to be current in H2S training as well as being medically approved to wear respirators.
- Appropriate respiratory protection shall be worn whenever inhalation hazards or oxygen deficient environments are present.
- Personal Fall Arrest Systems shall be utilized any time a working height of four (4) feet or more is reached.
- Supervisors and managers shall regularly monitor employees for correct use and care of PPE, and obtain follow-up training if required to ensure each employee has adequate skill, knowledge and ability to use PPE.
- Whenever work must be performed in a confined space, the contractor and its employees and subcontractors shall strictly abide by all relevant laws, rules and regulations including, without limitation, the provisions set forth in 29 CFR Part 1910.146. OSHA defines a "permit-required confined space" as follows:
 - Is large enough and so configured that an employee can bodily enter and perform assigned work;
 - Has limited or restricted means for entry or exit (for example, mud tanks, vessels, silos, storage bins, hoppers, vaults and pits are spaces that may have limited means of entry); and,
 - Is not designed to accommodate an employee's continuous presence.

In addition:

- Contractor's employees and subcontractors must have a valid State Driver's license while operating any motor vehicle on Sundance locations.
- The contractor and its employees and subcontractors must be familiar with the Site Emergency action plan for each Sundance location where they perform their services.
- Neither contractors nor their employees or subcontractors should attempt to extinguish any fire that has progressed beyond the incipient stage. An incipient stage fire is in the beginning stage and can be readily controlled with portable fire extinguishers and small hose systems.
- The contractor shall provide their employees and subcontractors with current information and training on hazardous chemicals in their work area at the time of their initial assignment, and whenever a new physical or health hazard is introduced into the work area.
- The contractor shall provide their employees and subcontractors who work with energized equipment training on lock-out/tag-out procedures in accordance with applicable laws, rules and



Contractor Health and Safety
MSA Supplemental Agreement

regulations including, without limitation, 29 CFR 1910.147; such training must include how to recognize when equipment has been locked out/tagged out.

- The contractor and its employees and subcontractors shall perform all welding, cutting, brazing, burning, hot tapping and other forms of hot work which can produce a spark, flame or hot surface in accordance with all applicable laws, rules and regulations including, without limitation, 29 CFR 1910.252. All such work must be completed by a certified welder and Safe Work Permits will be completed prior to each hot work task.
- Contractors and their employees and/or subcontractors who are designated to operate forklifts or other similar machinery whether same are supplied by Sundance or contractor shall have completed comprehensive safe forklift worker training as well as safe work practices and systematic traffic management training, and otherwise be duly qualified to prevent forklift injuries in compliance with all applicable laws, rules and regulations including, without limitation, 29 CFR 1910.178 (which requires forklift operator training, licensing and periodic evaluations of operator performance).

INJURY PREVENTION AND PROTECTION OF THE ENVIRONMENT AND PROPERTY
ARE SUNDANCE'S HIGHEST PRIORITIES

Mesa Southern Well Servicing, LP
I hereby agree to be bound by the above health and safety requirements; any violation of same will constitute grounds for immediate termination of services for cause. MSWS and all of its employees and subcontractors will put the safety of all individuals, property and the environment first when performing work on any Sundance location.

Andrea Carfa

Printed Name

Andrea Carfa

Signature

Mesa Southern Well Servicing, LP

Company

10-16-13

Date